



**RFP NUMBER 18-007**

**For**

**REQUEST FOR PROPOSALS FOR  
CITY OF SANDY SPRINGS TENNIS CENTER OPERATIONS**

**PROPOSALS DUE: No later than September 7, 2017, 2:00 PM EST in hard copy.  
Electronic submissions via e-mail or fax will NOT be accepted.**

Questions should be directed in writing to City of Sandy Springs Purchasing Division, via  
e-mail to:

**[purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov)**

**Submit Proposals to:  
City of Sandy Springs  
Purchasing Division  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350**

## **PROPOSAL SIGNATURE AND CERTIFICATION**

### **(FAILURE TO INCLUDE THIS SIGNED CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for proposals RFP 18-007 City of Sandy Springs Tennis Center Operations for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ("RFP").

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Division, City of Sandy Springs, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Sandy Springs ("City").

It is understood and agreed that the undersigned has read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

## **PROPOSAL SIGNATURE AND CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror \_\_\_\_\_

Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Offeror Name Here \_\_\_\_\_

### CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the company named as Offeror in the foregoing proposal; that \_\_\_\_\_, who signed said proposal on behalf of the Offeror, was then \_\_\_\_\_ (title) of said company; that said proposal was duly signed for and on behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia or is duly authorized to do business in the State of Georgia.

This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Company – Legal Corporate Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Seal)

## OFFEROR'S RFP CHECKLIST

### Critical Things to Keep in Mind When Responding to an RFP for the City of Sandy Springs

1.	_____	<b>Read the entire document.</b> Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2.	_____	<b>Note the Procurement Manager's name, address, and e-mail address.</b> This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3.	_____	<b>Attend the pre-submittal conference, if scheduled.</b> These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFP. <b>No pre-submittal conference scheduled.</b>
4.	_____	<b>Take advantage of the "question and answer" period.</b> Submit your questions to the Procurement Manager by the due date listed on the cover page and in the proposed timeline and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP will be distributed by e-mail to RFP participants.
5.	_____	<b>Follow the format required in the RFP</b> when preparing a proposal. Provide point-by-point responses to all sections in a clear and concise manner.
6.	_____	<b>Provide complete answers/descriptions.</b> Read and answer <b>all</b> questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based solely on the information and materials provided in response to the RFP.
7.	_____	<b>Use the forms provided</b> with the RFP, if any.
8.	_____	<b>Check the City's website for RFP addenda.</b> Before submitting your proposal, check the City's website at <a href="http://www.sandyspringsga.gov">http://www.sandyspringsga.gov</a> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your proposal.
9.	_____	<b>Review the RFP document again</b> to make sure that you have addressed all requirements. Your original proposal and the requested copies must be identical and complete. Any copies requested are provided to individuals, if any, evaluating proposals and will be used to rank your submittal.
10.	_____	<b>Submit your proposal on time.</b> Note all the dates and times listed in the <i>Schedule of Events</i> and within the document, and be sure to submit all required items on time. Late proposals will not be accepted.

***This checklist is provided for assistance only and should not be submitted with your proposal.***

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## **SECTION 1: BACKGROUND**

The City of Sandy Springs seeks to obtain the services of a qualified firm to provide turn-key ("Tennis Center") operations for the City of Sandy Springs Tennis Center located at 500 Abernathy Road, Sandy Springs, GA 30328. Named by Tennis Magazine as "one of the finest public facilities in the country," the Tennis Center serves as the hub for tennis activity in the Atlanta metropolitan area and Fulton County. The Tennis Center is home to over 130 USTA and ALTA teams and hosts a large number of USTA, GTA and ALTA tournaments each year. The Tennis Center offers a large number of programs suited for all levels and age groups. The Tennis Center facilities include twenty-four (24) lighted tennis courts, twenty (20) hard and four (4) clay courts, a clubhouse, a pro shop, men's and ladies' locker rooms with showers and a jogging trail. The City has two (2) other sites with tennis courts, including Hammond Park with four (4) courts, Abernathy Park with two (2) courts; however the Awarded offeror will not be responsible for these additional courts.

Currently the Tennis Center is being operated by contract with Groslimond Tennis Services, Inc. Groslimond has operated the Tennis Center for the past five (5) years

The City of Sandy Springs expects to award a new contract for the operation of the Tennis Center. Offerors should have successful experience operating a tennis complex/program within the past three (3) years. As a result of this procurement, the Awarded Offeror will be responsible for providing and maintaining all aspects of the day-to-day management and operations of the Tennis Center in accordance with requirements of this RFP. The City is interested in an arrangement whereby the contractor will assume responsibility to plan and conduct all programs and activities at the Tennis Center and will assume all maintenance and utility costs of the Tennis Center.

The City intends to award a contract for the delivery of Tennis Center operations to the Offeror(s) presenting the proposal which will provide the best overall value to the City; however, the City reserves the right to make a single award or no award, if these options are in the City's best interest. The instructions, conditions and notices in this RFP are designed to assist Offerors in preparing a proposal that presents an effective approach to accomplish all contractual requirements.

## SECTION 2: SCOPE OF SERVICES AND SPECIFICATIONS

### **Introduction**

The City of Sandy Springs has established certain requirements with respect to proposals to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement may cause rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to be a desirable and failure to provide any items so termed may not be cause for rejection; however, may cause a reduction in score awarded.

### **Project Oversight and Staffing**

The successful Offeror ("Tennis Center Operator "or "Awarded Offeror") will report to the City of Sandy Springs Recreation and Parks Director or designee. The Director or designee will meet with the Tennis Center Operator's lead staff monthly to discuss issues, and collect the rent and utility fees.

### **Detailed Services Required**

#### **Project Scope**

The Tennis Center Operator shall: operate, manage, and maintain the Tennis Center facilities; provide tennis facility services, including scheduling and management of the pro shop, concession, facilities; provide schedule and manage tennis instruction, public play, tournament play, and market such services; and provide a combination of private and public uses subject to the approval of the Recreation and Parks Director. Any programs proposed to the City shall incorporate public and resident use of tennis courts, and other pertinent services, including senior citizens and school team use of courts.

#### **Project Deliverables**

The project deliverables **SHALL** include the following scope (mandatory requirements):

Description of Proposed Operations:

Offerors shall submit a detailed outline of proposed operations, including but not limited to:

- A. Operating Model and Hours of Operation: The proposal shall support the "community oriented" operating model in both operating hours and types of services. The current hours of operation, subject to terms of the operator contract are:

#### **Tennis Center**

Monday through Thursday  
Friday

9:00 a.m.-10:00 p.m.  
9:00 a.m.-9:00 p.m.

Saturday	9:00 a.m.-7:00 p.m.
Sunday	9:00 a.m.-7:00 p.m.

**Pro Shop Hours**

Monday-Friday	9:00 a.m.-8:00 p.m.
Saturday	9:00 a.m.-6:00 p.m.
Sunday	12:00 p.m.-5:00 p.m.

**B. Staffing Levels and Documentation:**

1. Offerors shall provide the name, background, certifications of each lead staff person which shall include:
  - a. Facility Manager
  - b. Head Tennis Pro
  - c. Counter Manager
  - d. Pro Shop Manager
  - e. Maintenance Manager

These are staff personnel the public shall see at the Tennis Center daily.

2. Offerors must provide prior work locations, including facility name and contact information and positions of each staff person with contact references that can attest to this work.
3. The City is seeking proposals that provide for tennis lessons by certified instructors. The proposal should indicate the anticipated income and fees to be charged for private lessons and how registration and income will be verified and reported to the City for the operator and all teaching professionals and subcontractors.

**Information to be Provided in the Proposal**

Each proposal submitted shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be **succinct** and **relevant** to the requirements of this RFP. Excessive information will not be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Be sure to follow and clearly mark each section of your proposal according to the sections below. The Technical proposal shall not exceed the twenty (20) page maximum. The model contract, mandatory forms, and staff resumes are not considered as part of the twenty (20) pages and may be in an appendix in the back of the submittal.

All technical proposals shall contain the following elements and in the order given:

- A **Transmittal Letter:** (maximum one (1) page on company stationary)
  - Identify the RFP by RFP # 18-007, Sandy Springs Tennis Center Operations.
  - Introduce your company and primary contact person.
  - State your understanding of the services to be performed.
  - Commit to providing the services required and/or requested by this RFP.
  - Include the name, address, telephone, email addresses and facsimile numbers of the person or person authorized to represent your company.
  - Bear the signature of a person authorized to sign on behalf of and bind your company in a contract.



- Indicate whether or not you intend to perform the contract as an individual.
  - Include a statement that you or your company will bear sole and complete responsibility for the services to be provided.
- B. **Table of Contents:** The Table of Contents shall be a comprehensive listing of material included in the proposal. This section must include a clear description of the material, identified by sequential page numbers and by section reference numbers.
- C. **Executive Summary:** The Executive Summary shall summarize and highlight the contents of the proposal to provide the City with a broad understanding of the Offeror's approach to delivering the requested services for the City of Sandy Springs Tennis Center. It should detail the nature and extent of the proposed Tennis Center activities like, junior tennis, aged tennis
- D. **Offeror's Qualifications:** Offeror shall demonstrate that it or the company has the relevant experience, qualifications, and capabilities to perform the required services. Offeror shall provide a staffing plan per the scope of services indicating the number of employees, their responsibilities and number of hours and events worked per week. Provide a description of the services staff will provide. (Resumes of staff may be included in an appendix)
- E. **References:** Offerors shall provide a minimum of three (3) references where the same or similar scopes of services have been provided to other public agencies or organizations. A brief description of the scope of services provided and the contract term shall be included. Contact information, name, phone number and email address shall be provided for all references. The Offeror's past work shall be evaluated on the basis of both relevancy and recent experience to the proposed work.
- F. **Proposed Services and Maintenance Program:** Offeror shall present a comprehensive program for offering tennis club services for public, private and school use as well as maintenance of the facility. The plan should include:
- The nature and extent of Tennis Center hours, activities and related services that includes a description of services available for public, private and school use.
  - The nature and extent of the facility maintenance.
  - The proposed method for promoting and advertising the Tennis Center.
  - The proposed method for ensuring customer satisfaction, i.e., dealing with registration for events and complaints from the public.
  - The proposed method to maintain a familiarity with the surrounding business community, residential population and local municipal governments.
- G. **Acceptance/Exception to Terms and Condition in RFP:** Offeror must include a statement accepting all terms and conditions listed in the RFP. Any and all exceptions must be set forth in detail in this section, together with reasons, proposed alternative language, and impact, if any, to the Offeror's price. The City relies on this procedure and any Offeror who fails to make timely exceptions as required herein, at the City's sole discretion may be barred from making such exceptions later. The City reserves the right to make changes to the requirements set forth in the RFP at its sole discretion.

- H. **Financial Capability:** Offerors shall demonstrate their financial ability to supply and support the services specified by providing financial statements or equivalent. (Please include in an appendix)

## **Responsibilities**

### **Tennis Center Operator Responsibilities**

The Tennis Center Operator's basic service obligations shall include, but not be limited to, the usual and customary responsibilities outlined below:

A. General

- Enforce all rules and regulations.
- Regulate of play and conduct of players.
- Police facility property, preserve order and provide for security of facility, and prevent injury to facility by players and others.
- Keep facility open for designated number of hours and days as required by contract at the discretion of the City.
- Regularly inspect and maintain of facility and property.
- Routinely maintain tennis courts, with regular cleaning and sweeping of the same.
- Repair and replace any nets and wind screens as required in order to maintain tennis courts in good playing condition.
- Operate and manage the tennis courts, pro shop and other pertinent areas in a manner calculated to enhance revenue flow to the City and in a manner that will provide quality service for public and private use.
- Develop outreach, promotional and advertising efforts subject to City approval.
- Subject to City approval, create a method in which to collect information of program participants and facility user satisfaction for the purpose of review by the City and the Tennis Center Operator.

B. Programs, Activities and Services

- Provide private and/or group lessons and instructions in tennis and all services customarily provided by a tennis professional either by contractor personally or by qualified employees of the Tennis Center Operator.
- Schedule tournaments and other tennis activities with special interest groups, private groups, tennis clubs and/or school interests to assure the best overall, well-rounded tennis program for the community while incorporating public play and use of facilities in the overall program.
- Operate, manage, and supervise the pro shop that includes, but is not limited to, maintaining, selling and renting a stock of merchandise, supplies and equipment to meet customer demand and suitable for use at the facility.
- Maintain and operate a business for the repair of tennis rackets and other tennis related equipment.
- Furnish and pay for all costs relative to the operation and maintenance of facility and grounds including, but not limited to, all utility charges, supplies, refuse pickup, landscaping services, alarm systems, HVAC units, and well issues.
- Provide proof of insurance as required by the City.
- Operate and maintain recreational and competitive tennis programs such as, but not limited to, the following: singles and doubles nights; recreation and competitive ladders; age and/or gender-specific

activities; instructional clinics and academies; and special events.

- Facility rental rates and tournament participation rates shall be based on prevailing rates for other public and private facilities in the Sandy Springs area determined by the Tennis Center Operator and approved by the City Recreation and Parks Director.

#### C. Customer Service and Scheduling

The City is interested in operators who have the ability to provide timely and responsive customer service particularly in registration and reservation systems (i.e. on-line scheduling capability). The Offeror should also describe their approach to customer service in both the club-house and on the courts. New programs and services to be offered should be included with additional service areas as deemed necessary for the successful operation of the facilities. Any additional work shall be mutually agreed upon in the final agreement.

#### D. Building and Facility Responsibilities

Improvements and maintenance of facility and equipment shall include but not be limited to the following:

- Tennis Center Operator shall, at its expense, keep and maintain the premises, all buildings, structures, improvements, fixtures, trade fixtures, equipment and utility systems in good operating, usable and sanitary order and repair and in a good, safe and first-class condition.
- Tennis Center Operator shall provide for general repair, replacement, rebuilding and restoration of buildings and facility grounds in keeping with the standard requirements set forth in applicable federal, state and local government regulations.
- Tennis Center Operator shall perform the daily maintenance of all interiors of buildings including restrooms, furnishings and fixtures.
- Tennis Center Operator shall keep the facilities and tennis courts clear of trash, debris, and vermin.
- Tennis Center Operator shall provide and maintain water coolers and cups at three (3) locations court side during summer months and fill with ice and water daily.
- All repairs, improvements, modifications and additions to facilities shall be channeled through the Recreation and Parks Director and shall have the written approval of the City Manager's office prior to implementation.
- Tennis Center Operator shall be responsible for refuse, telephone and all utility expenses.
- Tennis Center Operator shall provide and maintain all court cleaning equipment, empty trash receptacles on individual courts and place trash bins in suitable locations.
- Tennis Center Operator shall maintain landscaping in and around complex, including turf area, planters and trees.
- Tennis Center Operator shall operate, repair and maintain security systems, lighting, and HVAC units as well as resolve and perform all other maintenance issues.
- Tennis Center Operator shall submit quarterly HVAC preventive maintenance reports from an HVAC contractor approved by the City.

Any change to the above responsibilities must be approved in advance by the City via the Director of Recreation and Parks.

#### E. Hours and Employee Information

- The Tennis Center Operator shall maintain regular hours of operation during at least seven (7) days per week.

- Hours of operation shall be negotiated with the City of Sandy Springs Recreation and Parks Director. Operation during holidays, except Easter, Thanksgiving Day and Christmas Day is required.
- All employees of the Tennis Center Operator shall be required to reflect a neat, clean appearance and conduct themselves in a pleasant, helpful, cheerful manner. Employees must wear distinguishing clothing appropriate for current weather conditions as described by Offeror and approved by the Recreation and Parks Director.
- The Tennis Center Operator and its employees shall comply with all rules, regulation and policies of the City of Sandy Springs.
- The Tennis Center Operator shall submit all communication materials, i.e. brochures, event announcements, media releases and related e-mails for review to the Recreation and Parks Director at least one month prior to such event.

### **City Responsibilities**

- A. General: The City shall provide the premises in its present condition. The City has made the following improvements to the Tennis Center in the past four (4) years:
  - Replaced air conduit system
  - Replaced 70 % of the court lighting system
  - Resurfaced twenty four (24) courts
  - Replaced the upstairs lighting and increased the fixtures output
  - Relocated two (2) walls to increase the size of the pro shop
  - Carpeted and covered the pro shop walls with slat board to increase the size of the display area
  - Replaced the TV/scoring electronic system
  - Replaced the lounge area furniture
  - Drilled a well to provide water to groom the clay courts.
- B. Trash Pick Up: The City will pick up trash at the Parking Lot on Monday, Tuesday, Wednesday and Fridays, and blow off hard surfaces (sidewalks and parking lot) year round.
- C. The City will replace bulbs that are out on the tennis courts once a year in the month of February.
- D. Capital Improvements: The City will provide up to \$20,000 for capital improvements for the Tennis Center each year to be used as determined by the Recreation and Parks Director and the City Manager.

### **Other Rights and Responsibilities**

The City of Sandy Springs has the right to amend or supplement the RFP by written addendum. The City is not responsible for and shall not be bound by any representations made by any individual acting or purporting to act on its behalf. The City shall not be responsible for any pre-contractual expenses incurred by any Offeror in responding to the RFP, preparing or presenting its proposal, negotiating with the City or any other expenses incurred prior to execution of a contract with the City.

A. Financial Reporting Requirements: The Awarded Offeror shall provide the City with monthly financial reports which shall include but are not limited to a balance sheet, statement of cash flows and schedule of expenditures.

B. Audit: The City, at its discretion, shall have the right to inspect and audit the business of the Awarded Offeror, its agents, permittees and licensees operating on and in connection with the City as necessary and appropriate for the City. The Awarded Offeror shall make periodic financial reports to the City relating to the financial condition of the Tennis Center as the City deems necessary.

C. Background Checks: The City will provide background checks on all Tennis Center employees and volunteers. The Awarded Offeror will pay for all background checks and provide the Recreation and Parks Director with each background check form annually in December.

D. Reporting Illegal Activity: The Awarded Offeror shall report any illegal activity or violations of City codes, rules and regulations to the City of Sandy Springs Recreation and Parks Director and/or the City of Sandy Springs Police Department, as deemed necessary.

### SECTION 3: PROPOSED TIMELINE (SUBJECT TO CHANGE)

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	August 3, 2017
Deadline for Receipt of Written Questions.....	August 23, 2017 (5:00 PM)
Deadline for Posting of Written Answers to City’s Website.....	August 30, 2017
Proposal Response Due Date.....	September 7, 2017 (2:00 PM)
Proposal Evaluations Completed.....	September 21, 2017
Proposal Presentations.....	September 28, 2017
City Manager Review.....	October 5, 2017
Mayor and Council Consideration.....	October 17, 2017
Contract Complete.....	November 10, 2017
Transition of Management at the Tennis Center.....	December 2017

\*This proposed schedule of events is informational and is subject to change at the discretion of the City.

#### SECTION 4: PRE-SUBMITTAL INQUIRIES

From the date this RFP is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Manager: Charise Glass  
Address: 7840 Roswell Road, Building 500  
Sandy Springs, GA 30350  
Telephone Number: 770-730-5600  
E-mail Address: [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov)

**Form of Questions:** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Procurement Manager for this solicitation referenced above on or before the date stipulated in Section 3. Each question must provide clear reference to the section, page, and item of the RFP in question. Questions received after the deadline may not be considered.

**The City of Sandy Springs' Answers:** The City will provide answers to questions received within the period stipulated in Section 3 by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City of Sandy Springs. Any formal written addendum will be posted on the City's website alongside the posting of the RFP at <http://www.sandyspringsga.gov> by the close of business on the date listed. Offerors shall sign and return any addendum with their proposals.

**Addenda:** The City of Sandy Springs may revise this RFP by issuing an addendum prior to its opening. The addendum will be posted on the City's website alongside the posting of the RFP at <http://www.sandyspringsga.gov>. Addenda will become part of the proposal documents and subsequent contract. Offerors shall sign and return any addendum with their proposal. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Sandy Springs may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.

## **SECTION 5: SUBMITTAL OF PROPOSALS**

### **A. Proposal Submittal**

All proposals shall be hand-delivered in writing to:

City of Sandy Springs  
Purchasing Department  
7840 Roswell Road Building 500  
Sandy Springs, GA 30350

**By September 7, 2017, 2:00 pm EST**

Proposals received after this date and time or at any other location will not be accepted or considered. The City is not responsible for delays caused by traffic, inclement weather or any other reason. The City is not responsible for late deliveries by couriers, the USPS or package express companies (UPS, Fed Ex, etc.). It is the sole responsibility of the Offeror to submit its proposal before the required deadline. Electronic and facsimile submittals **will not** be accepted.

### **B. Form of Proposal**

All proposals must be presented in a sealed opaque package with the Offerors name, address, RFP#, RFP name and Due Date/ Time clearly marked on the outside of the package. Offerors shall submit the following number of copies to the address set forth on the Cover Page:

Technical Proposal:

1. One (1) hard copy marked "Original" with original signatures shall be submitted in a separate sealed opaque envelope clearly marked "Technical Proposal" with the Offeror's name, address, RFP#, RFP Name, and Due Date/ Time; and
2. One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

Cost Proposal:

1. One (1) hard copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope clearly marked "Cost proposal" with the Offeror's name, address, RFP #, RFP Name, and Due Date/Time.



## **SECTION 6: CONTENTS OF PROPOSALS, EVALUATION AND SCORING**

### **A. General Information**

The RFP will enable the City to gather additional information and identify one (1) or more qualified companies to perform the services described in the Scope of Services and specifications. The City will conduct a comprehensive, fair and impartial evaluation of all proposals received. An evaluation committee will be established by the City to evaluate the proposals ("Evaluation Committee"). The City reserves the right to determine that no qualified proposals have been received and reject all proposals.

### **B. Contents of Proposals and Scoring**

#### **1. Technical Proposal**

Clearly respond to the items requested in the Scope of Services. The proposals shall be scored according to the schedule below.

- a. **Qualifications and Relevant Experience: (40 POINTS)**
- b. **Proposed Services and Maintenance Program: (40 POINTS)**
- c. **Fee/Cost Proposal: (20 POINTS)**

Propose a monthly fee schedule to be paid to the City for the operation of the Tennis Center to include a sample annual income and expense statement for the Tennis Center operations. The statement shall include all utilities including gas, electric, water and security. It should also include custodial and trash service.

All other Offerors will be assigned scores based on the price variance established by the lowest and highest price.

### **C. Presentations and Demonstrations**

After the initial proposal evaluation, one (1) or more Offerors may be invited to meet with members of the Evaluation Committee for a formal interview to present proposals. At the City's discretion, selected Offerors may be interviewed and re-evaluated based upon the criteria set out in the RFP, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Offerors). Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information requested by the Evaluation Committee subsequent to the Offeror's proposal will be used to further evaluate the selected Offerors to determine a rank-order. Final approval of a selected Offeror is subject to the City's Purchasing Policies.

**Presentations are anticipated to be held on the date set forth in Section 3. Each Offeror invited for formal presentation will be contacted with its scheduled appointment time.**

**D. Negotiation and Best and Final Offer (as applicable)**

1. If the City deems it is in its best interest to retain the services of one (1) or more Offerors, the City reserves the right to negotiate a revised scope and or fees. Negotiations will encompass all phases of work, including but not limited to: hourly rates, fees for services, markups for overhead and profit on subcontractors, a “not to exceed” contract amount, as well as any other items the City deems appropriate.
2. If negotiations are successful, the City and the highest ranking Offeror will enter into an agreement to develop the services as outlined in this RFP. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with other Offeror(s).
3. Qualified firms submitting proposals will be required to submit financial statements for a minimum of three (3) recording periods prior to contract award.
4. Separate meetings with more than one (1) Offeror may be conducted during the same time frame; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.
5. Offerors submitting proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the “best value and offer” for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.

## SECTION 7: TERMS AND CONDITIONS

All proposals and supporting materials as well as correspondence relating to this RFP become property of the City when received. Any proprietary information contained in the proposal shall be so indicated; however, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored. The following terms and conditions shall also apply:

A. All applicable Federal and State of Georgia laws, City of Sandy Springs and Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.

B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.

C. No proposal shall be accepted from, and no contract shall be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

D. The City shall be able to request of the Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.

E. From the date this RFP is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Charise Glass, Purchasing Manager for the City and procurement agent in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Charise Glass, Procurement Manager  
City of Sandy Springs, 7840 Roswell Road, Building 500  
Sandy Springs, GA 30350  
E-mail Address: [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov)

F. The costs for developing and delivering proposals or other materials in response to this RFP and any subsequent presentations of a proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of its proposal.

G. While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its proposal. Proposals may be returned upon request if unopened;
2. Reject any or all proposals received, make a contract award based directly on the proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;

3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal;
4. Make partial award or no award if it is in the best interest of the City to do so; and
5. Terminate any contract if the City determines adequate funds are not available.

H. Contract Term: The contract term shall be as stated in the contract awarded as a result of this procurement. .

I. The Awarded Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City of Sandy Springs reserves the right to approve all subcontractors. The Awarded Offeror shall be responsible to the City of Sandy Springs for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Awarded Offeror. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and the City of Sandy Springs and its partners.

## **SECTION 8: MODEL CONTRACT INFORMATION**

The form of contract ("Model Contract") the City intends to execute with the Awarded Offeror is included in this RFP. Offerors are urged to read this Model Contract, including exhibits carefully prior to submitting a proposal.

In general, the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror must address these concerns in writing during the question and answer period. The Procurement Manager will review and determine the appropriate response. If the City determines a change is warranted, an addendum will be posted to this RFP. If a firm is unwilling to execute the Model Contract, whether modified by addendum or not, a proposal should not be submitted.

The City may deem any proposal containing contract changes or exceptions non-responsive and reject the proposal.

This RFP document, together with its addenda, amendments, attachments, modifications, Offeror's proposal, including any amendments, a "best and final offer," and any clarification question responses, when executed, becomes part of the contract between the parties. The City does not intend to accept alternate terms and conditions to the Model Contract. All questions are due in writing no later than the date stated on the first page of this RFP. Questions received after this date and time may not be answered. Prior to award, the apparent Awarded Offeror may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the proposal may be rejected and discussions initiated with the second highest scoring Offeror.

The selected Offeror shall not begin performance of services requested by this RFP prior to the execution of a formal written contract (based on the Model Contract) by the City and Offeror. Any Offeror beginning performance prior to the execution of a contract shall be deemed to be proceeding at Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award. The City may, by written notice to the selected Offeror, terminate any resulting contract without cause. The City must give notice of termination to the Awarded Offeror at least thirty (30) days prior to the effective date of termination.

SECTION 9: MODEL CONTRACT AND EXHIBITS



[MODEL CONTRACT]

**SERVICE AGREEMENT  
CITY OF SANDY SPRINGS TENNIS CENTER  
OPERATIONS**

*This Service Agreement (hereinafter "Agreement") is made this **X day** of **Month 2017** by and between **Contractor** (hereinafter "Contractor") located at **Contractor Address** and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").*

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing Tennis Center Operation Services;  
and

**WHEREAS**, Sandy Springs has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the Sandy Springs Recreation and Parks Director, or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor agrees to pay Sandy Springs in current funds for the performance of the contract on a monthly cycle. Upon completion of services, Contractor shall provide a statement with all payments in accordance with the payment terms included in the Contractor's proposal and shall submit said statement and payment for the previous month by not later than the fifteenth (15<sup>th</sup>) day of the successive month.

3. **Relationship of Parties**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term.** The annual renewal of this agreement shall be in the sole discretion of Sandy Springs and based on the availability of funds and the Contractor's successful contract performance the preceding year. Contract award will be by the issuance of a Notice of Award. The initial contract term with Sandy Springs shall be January 1, 2018 through June 30, 2020. The contract shall thereafter renew for up to four (4) additional one (1) year periods. Renewals will be accomplished through the issuance of a written contract renewal by Sandy Springs to the offeror no less than thirty (30) days prior to the expiration of the agreement.

5. **Termination** Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

**6. Termination of Services and Return of Property**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

**7. Standard of Performance and Compliance with Applicable Laws**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Consultant Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, and in the Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

Contractor shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23



CFR 200, as stated in Exhibit H, notice to contractors – compliance with title VI of the civil rights act of 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as “Proprietary Information”). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys’ fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement.

11. At all times during the term of this Agreement, Contractor shall maintain the insurance requirements described in Exhibit G attached hereto and incorporated herein by this reference.

12. **Non-Discrimination**

During performance of this Agreement, Contractor shall not discriminate against any

employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### **13. Assignment**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

### **14 Notices**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

#### **If to Sandy Springs:**

John McDonough, City Manager  
7840 Roswell Road, Building 500

#### **With copies to:**

Dan Lee, City Attorney  
7840 Roswell Road, Building 500

Sandy Springs, Georgia 30350

Sandy Springs, Georgia 30350

**If to Contractor:**

**With copies to:**

\_\_\_\_\_  
Contractor Contact, Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

**14. Governing Law and Consent to Jurisdiction**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia, shall have jurisdiction over any litigation arising out of this Agreement.

**15. Waiver of Breach**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days' written notice to Sandy Springs of the claim and the intent to initiate a civil action.

**17. Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**18. Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions,

representations and understandings, whether oral or written.

19. **Headings**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

20. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

21. **Copyright, Trademark and Patent Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this Agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this Agreement.

22. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough,  
City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:  
\_\_\_\_\_

By:  
Assistant City Attorney

(SEAL)

\_\_\_\_\_

**CONTRACTOR NAME**

By: \_\_\_\_\_

Name:

\_\_\_\_\_

Date of Execution

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

\_\_\_\_\_

Title

ATTEST:

By: \_\_\_\_\_

Secretary

(SEAL)

\_\_\_\_\_

## **9: MODEL CONTRACT EXHIBITS AND REQUIRED FORMS**

- EXHIBIT A**    Scope of Services
- EXHIBIT B**    Fee Schedule
- EXHIBIT C**    Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT D**    Certification of Sponsor Drug-Free Workplace
- EXHIBIT E**    Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT F**    Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
- EXHIBIT G**    Insurance Requirements
- EXHIBIT H**    Notice to Contractor's - Compliance with Title VI of The Civil Rights Act of 1964

**EXHIBIT A SCOPE OF SERVICES**  
**(To be inserted here from awarded**  
**Contractor.)**



**EXHIBIT B FEE SCHEDULE**  
**(To be inserted here from awarded**  
**Contractor.)**

**EXHIBIT C**  
**CERTIFICATION OF CONTRACTOR**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_  
("Contractor"), whose address is \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that Contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees;  
and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract if Contractor has 500 or more employees.

Contractor has:

\_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

\_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

\_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D  
CERTIFICATION OF CONSULTANT  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_  
("Consultant"), whose address is \_\_\_\_\_  
\_\_\_\_\_ and I further certify that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

2. A drug-free workplace will be provided for Consultant's employees during the performance of the Contract; and

3. Each subcontractor hired by Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Consultant, \_\_\_\_\_ certifies to Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

4. The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CONSULTANT:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**  
**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States citizen

OR

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. \*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Alien Registration number for non-citizens \_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

**EXHIBIT F**  
**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **EXHIBIT G**

### **INSURANCE REQUIREMENTS**

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should  
read: The City of Sandy  
Springs  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350.



**EXHIBIT H**  
**NOTICE TO CONTRACTORS**  
**COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.